

Exhibit A

COMMONWEALTH OF VIRGINIA

Rec'd 8/26/2024



RICHMOND CITY CIRCUIT COURT
Civil Division
400 NORTH 9TH STREET
RICHMOND VA 23219
(804) 646-6506

Summons

To: ADVON CORP
ADVON CORP, R/A
8401 MAYLAND DRIVE, STE S
RICHMOND VA 23294

Case No. 760CL24003423-00

The party upon whom this summons and the attached complaint are served is hereby notified that unless within 21 days after such service, response is made by filing in the clerk's office of this court a pleading in writing, in proper legal form, the allegations and charges may be taken as admitted and the court may enter an order, judgment, or decree against such party either by default or after hearing evidence.

Appearance in person is not required by this summons.

Done in the name of the Commonwealth of Virginia on, Friday, August 16, 2024

Clerk of Court: EDWARD F JEWETT

by


(CLERK/DEPUTY CLERK)

Instructions:

Hearing Official:

Attorney's name: DANIELS, LIZABETH
804-644-9700

VIRGINIA:

IN THE CIRCUIT COURT FOR THE CITY OF RICHMOND
John Marshall Courts Building

KEVIN COOK,)
)
and)
)
CABELL GOODMAN,)
)
 Plaintiffs,)
)
v.)
)
ADVON CORPORATION, a Florida)
corporation,)
)
 Defendant.)
)
Serve: Registered Agents, Inc.)
8401 Mayland Dr Suite S,)
Henrico, VA, 23294 (Henrico County))

Case No. CL24-3423

COMPLAINT

COME NOW the Plaintiffs, Kevin Cook and Cabell Goodman, by counsel, and for their Complaint against the Defendant, Advon Corporation, a Florida corporation, state as follows:

INTRODUCTION

1. The Plaintiffs bring claims jointly against the Defendant for unlawful, knowing wage theft and pray that the Court award them compensation, liquidated damages, and attorneys' fees and costs pursuant to the provisions of section 40.1-29 (J) and (K) of the Code of Virginia (1950, as amended) In addition, the Plaintiffs, each individually, seek damages for breach of contract.

PARTIES

2. The Plaintiffs, Kevin Cook (“Cook”) and Cabell Goodman (“Goodman”) are residents of Virginia who were employed by the Defendant, Advon Corporation, a Florida corporation (“Advon”).

3. Advon provides design-build and general contractor services for construction projects. In Virginia, Advon provided such services to construction projects for the United States Department of Veterans Affairs.

FACTUAL ALLEGATIONS

4. In 2020, the U.S. Department of Veterans Affairs (“VA”) awarded Advon a \$12.1 million firm fixed price contract to provide construction services for the expansion of women's health and primary care clinics at the McGuire VA Medical Center in Richmond, Virginia (the “McGuire VA Women’s Health Clinic Project”).

5. In 2021, the VA awarded a \$5.7 million firm fixed price contract to Advon to demolish existing structures and prepare the site for renovations to Area 4A in Building 500 at the McGuire VA Medical Center (the “McGuire VA Area 4A Project”).

6. On March 8, 2021, Advon entered into an employment agreement with Cook (the “Cook Employment Agreement”). Under the terms of the Cook Employment Agreement, Cook was hired as Senior Project Manager for Advon’s projects in Virginia, which included the McGuire VA Women’s Health Clinic Project and the McGuire VA Area 4A Project. Cook provided project management services to Advon in connection with both the McGuire VA Women’s Health Clinic Project and the

McGuire VA Area 4A Project. In addition to salary and a signing bonus, Advon agreed to compensate Cook for these services by paying him a bonus equal to “5% of the project net profit at project completion” explaining that “net profit is currently calculated on gross profit less 4% of job costs for G&A expenses.” In this context, “G&A expenses” means general and administrative expenses.

7. On March 19, 2021, Advon entered into an employment agreement with Goodman (the “Goodman Employment Agreement”). Under the terms of the Goodman Employment Agreement, Goodman was hired as Superintendent for Advon’s projects in Virginia, which included the McGuire VA Women’s Health Clinic Project. Goodman provided superintendent services to Advon in connection with the McGuire VA Women’s Health Clinic Project. In addition to salary and a signing bonus, Advon agreed to compensate Goodman for these services by paying him a bonus equal to “5% of the project net profit at project completion” explaining that “net profit is currently calculated on gross profit less 4% of job costs for G&A expenses.” As in the Cook Employment Agreement, “G&A expenses” means general and administrative expenses.

8. The McGuire VA Women’s Health Clinic Project was completed in January 2023. On information and belief, Advon’s net profit, as defined in both the Cook Employment Agreement and the Goodman Employment Agreement, on the McGuire VA Women’s Health Clinic Project was \$1,600,000.

9. Cook was entitled to compensation from Advon for his work on the McGuire VA Women’s Health Clinic Project in the amount of \$80,000.00 beginning

in January 2023.

10. Goodman was entitled to compensation from Advon for his work on the McGuire VA Women's Health Clinic Project in the amount of \$80,000.00 beginning in January 2023.

11. The McGuire VA Area 4A Project was complete, on information and belief, on or before August 2023. On information and belief, Advon's net profit, as defined in the Employment Agreement, on the McGuire VA Area 4A Project was \$1,056,000.

12. Cook was entitled to compensation from Advon for his work on the McGuire VA Area 4A Project in the amount of \$52,800.

13. Cook and Goodman have made repeated requests to Advon for payment of the bonuses they earned for their work on the McGuire VA Women's Health Clinic Project and the McGuire VA Area 4A Project but Advon without explanation, excuse, or justification, has failed and refused to pay Cook or Goodman any bonuses in any amount.

COUNT I: Breach of Contract (Cook)

14. Cook incorporates by reference and re-alleges the preceding paragraphs as if set forth in full.

15. The Cook Employment Agreement is an express contract by and between Advon and Cook.

16. Advon breached the Cook Employment Agreement by failing to pay Cook his earned bonuses upon completion of the McGuire VA Women's Health Clinic Project and the McGuire VA Area 4A Project.

17. As a result of the Defendant's breach, Cook has suffered direct, incidental, and consequential damages, including but not limited to lost earned and foreseeable incentive compensation, loss of the benefit of his bargain, the loss of the value of his efforts, and such other damages as are the natural and direct result of the Defendant's breach, in an amount to be proved at trial but not less than \$153,585.

COUNT II: Breach of Contract (Goodman)

18. Goodman incorporates by reference and re-alleges the preceding paragraphs as if set forth in full.

19. The Goodman Employment Agreement is an express contract by and between Advon and Goodman.

20. Advon breached the Goodman Employment Agreement by failing to pay Goodman his earned bonuses upon completion of the McGuire VA Women's Health Clinic Project and the McGuire VA Area 4A Project.

21. As a result of the Defendant's breach, Goodman has suffered direct, incidental, and consequential damages, including but not limited to lost earned and foreseeable incentive compensation, loss of the benefit of his bargain, the loss of the value of his efforts, and such other damages as are the natural and direct result of the Defendant's breach, in an amount to be proved at trial but not less than \$80,000.

COUNT III: Wage Theft In Violation Of Va. Code § 40.1-29

22. Cook and Goodman incorporate by reference and re-allege the preceding paragraphs as if set forth in full.

23. The Virginia Code defines "wages" to mean "all remuneration paid, or which should have been paid, for personal services, including commissions, bonuses,

tips, back pay, dismissal pay, severance pay and any other payments made by an employer to an employee during his employment and thereafter and the cash value of all remuneration payable in any medium other than cash.” Va. Code § 60.2-229 (1950, as amended).

24. Virginia courts define wages generally as “a compensation given to a hired person for his or her services.” *Fid. Ins. Tr. & Safe Deposit Co. v. Shenandoah Val. R. Co.*, 86 Va. 1, 8, 9 S.E. 759, 761-62 (1889); *Dep’t of Transp. v. Swiney*, 23 Va. App. 467, 477 S.E.2d 777, 778 (Va. App. 1996) (noting that “no Virginia Supreme Court decision has changed that definition”).

25. The bonuses that Advon agreed to pay Cook and Goodman upon project completion were wages earned by the Plaintiffs for the time and effort that the Plaintiffs spent working for Advon.

26. Virginia Code section 40.1-29 requires employers to pay employees wages for time worked and makes employers civilly and criminally liable for failure to pay wages. Va. Code § 40.1-29 (A), (B), (G), (H), and (H) (1950, as amended).

27. Advon’s unlawful refusal to pay Cook and Goodman the bonuses that Cook and Goodman earned is a failure to pay wages in accordance with Virginia Code section 40.1-29 (1950, as amended).

28. In addition to any civil or criminal penalties provided by Code section 40.1-29, Cook and Goodman are entitled to recover from Advon an amount equal to the value of the unpaid bonuses as of the date of non-payment, plus an additional equal amount as liquidated damages, plus prejudgment interest at the rate of eight

percent per annum from the date on which the payments were due, plus their reasonable attorneys' fees and costs. Va. Code § 40.1-29 (J) (1950, as amended).

29. Advon's failure to pay wages was a knowing violation of the wage theft statute within the meaning of Code section 40.1-29 (K), entitling Cook and Goodman to damages in an amount equal to triple the amount of the wages due, plus their reasonable attorneys' fees and costs.

30. As a direct and proximate result of Advon's knowing and willful failure to pay Cook and Goodman their earned bonuses, Cook is entitled to an award of not less than \$460,755 and Goodman is entitled to an award of not less than \$240,000.

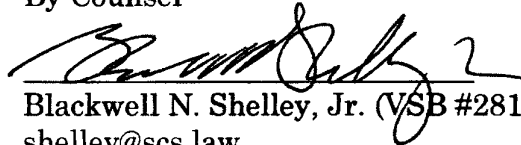
WHEREFORE, Kevin Cook and Cabell Goodman, by counsel, respectfully request that the Court grant them the following relief against Advon Corporation:

- A. Money damages in favor of Kevin Cook and against Advon Corporation for Advon Corporation's breach of the Cook Employment Agreement in the amount of One Hundred Fifty-Three Thousand Five Hundred Eighty-Five Dollars (\$153,585);
- B. Money damages in favor of Cabell Goodman and against Advon Corporation for Advon Corporation's breach of the Goodman Employment Agreement in the amount of Eighty Thousand Dollars (\$80,000);
- C. Money damages in favor of Kevin Cook and against Advon Corporation for Advon Corporation's wage theft in violation of Virginia Code § 40-1-29 in the amount of Four Hundred Sixty Thousand Seven Hundred Fifty-Five Dollars (\$460,755);

- D. Money damages in favor of Cabell Goodman and against Advon Corporation for Advon Corporation's wage theft in violation of Virginia Code § 40-1-29 in the amount of Two Hundred Forty Thousand Dollars (\$240,000);
- E. Pre-judgment and post-judgment interest;
- F. Reasonable attorneys' fees and costs expended in the prosecution of this Complaint pursuant to Virginia Code §§ 40-1-29; and,
- G. Any and all further relief permissible by law.

Plaintiffs request trial by jury.

KEVIN COOK
CABELL GOODMAN
By Counsel



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COMMONWEALTH OF VIRGINIA



RICHMOND CITY CIRCUIT COURT

Civil Division
400 NORTH 9TH STREET
RICHMOND VA 23219
(804) 646-6506

Virginia:
In the RICHMOND CITY CIRCUIT COURT

Proof of Service

Case number: 760CL24003423-00
Service number: 001
Service filed: August 05, 2024
Judge:

Served by: SPECIAL PROCESS SERVER
Style of case: KEVIN COOK vs ADVON CORPORATION
Service on: ADVON CORP
ADVON CORP, R/A
8401 MAYLAND DRIVE, STE S
RICHMOND VA 23294

Attorney: DANIELS, LIZABETH
804-644-9700

Instructions:

Returns shall be made hereon, showing service of Summons issued Friday, August 16, 2024 with a copy of the Complaint filed Monday, August 05, 2024 attached.

Hearing date :

Service issued: Friday, August 16, 2024

For Sheriff Use Only

Richmond Express